AUTHORIZATION(S) TO BE ASSIGNED OR TRANSFERRED

-	T22. Call Sign	T23. Radio Service	T24. Date of Grant	T25. How Obtained	T26. Name of Licensee (as appearing in FCC Records)
					SEE EXHIBIT 1
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ASSIGNMENT OF STOCK See Cover Application

Stock	Number of Shares	Classification
Shares to be transferred	T27.	T28.
Shares issued and outstanding	T29.	Т30.
Shares authorized	Т31.	T32.

ASSIGNEE OR TRANSFEREE

T33. Name of Assignee or Transferee	T34. Voice Telephone Numb	ber
Bell Atlantic Corporation	212-395-2121	
T35. Assumed Name Used for Doing Business (if any)	T36. Fax Telephone Numbe	er.
	212-597-2587	
T37. Mailing Street Address or P.O. Box		
1095 Avenue of the Americas		
T38. City	T39. State T40. Zip Co	ode
New York	NY 10036	

NEW LICENSEE INFORMATION (No change in identity)

T41. Legal Name of Licensee		T42. Voice Telephone Number				
See Exhibit 1 972-718-1058						
T43. Assumed Name Used for Doing Business (if any)		T44. Fax Telephone Number				
972-718-1236			1236			
T45. Mailing Street Address or P.O. Box						
MC: HQB07A12, P.O. Box 152210						
T46. City		T47. State	T48. Zip Code			
Irving		TX	75015-2210			
T49. Taxpayer Identification Number	T50. Internet or e	-mail address				
See Exhibit 1 debra.kaczkowski@telops.gte.com						

ALIEN OWNERSHIP

T51.	Is the assignee or transferee a foreign government or the representative of any foreign government?	(N)	Yes	<u>N</u> o
T52.	Is the assignee or transferee an alien or the representative of an alien?	(N)	Yes	Ŋo
T53	Is the assignee or transferee a corporation organized under the laws of any foreign government?	(N)	Yes	Νo
T54	. Is the assignee or transferee a corporation of which any officer or director is an alien or of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	(N)	<u>Y</u> es	No
T55	Is the assignee or transferee a corporation directly or indirectly controlled by any other corporation of which any officer or more than one-fourth of the directors are aliens, or of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? • If "yes", attach exhibit explaining nature and extent of alien or foreign ownership or control.	(N)	Yes	<u>N</u> o

BASIC QUALI	FICATIONS					
56. Has the assignor or transferor, assignee or transferee, or any party to this applicense or construction permit revoked or had any application for an initial authorization, license, construction permit denied by the Commission?)	Yes	<u>N</u> o
157. Has the assignor or transferor, assignee or transferee, or any party to this a controlling the assignor or transferor, assignee or transferee, or any party to thi by any state or federal court?)	Yes	<u>M</u> o
T58. Has any court finally adjudged the assignor or transferor, assignee or transferor directly or indirectly controlling the assignor or transferor, assignee of guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio control of manufacture or sale of radio apparatus, exclusive traffic arrangement competition?	r transferee, or any communication, dire	party to this applica ctly or indirectly, thro	tion, (N))	Yes	Ŋo
T59. Is the assignor or transferor, assignee or transferee, or any party to this appropriate controlling the assignor or transferor, assignee or transferee, or any party pending matter referred to in the preceding two items? See E)	Yes	<u>N</u> o
ASSIGNOR OR TRANSF	EROR CERT	IFICATION				
and until the consent of the Federal Communications Commission has been hereof and are incorporated herein as if set out in full in this application; benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Dr	that neither the a	ssignor or transfe 988, 21 U.S.C. Sect	ror is subjection 862, bec	ct to a d ause of	lenial of F a convict	ederal ion for
possession or distribution of a controlled substance and that all statements or her knowledge and belief.	·					
possession or distribution of a controlled substance and that all statements or her knowledge and belief. T60. Typed Name of Person Signing	T61.	Title	· · · · · · · · · · · · · · · · · · ·		1	** ***********************************
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possession or distribution of a controlled substance and that all statements or her knowledge and belief. T60. Typed Name of Person Signing	T61.	Title	& Generation T63. Date	al Co		
possession or distribution of a controlled substance and that all statement his or her knowledge and belief. T60. Typed Name of Person Signing William P. Barr	T61. Exe	C. Vice Pres.	& Generation T63. Date	al Co		
possession or distribution of a controlled substance and that all statement his or her knowledge and belief. T60. Typed Name of Person Signing William P. Barr T62. Signature	EREE CERT articular frequency the same, whether to the assignee or tr obligations and a funcations Commor any suit or pro gnee or transferee 988, 21 U.S.C. Sec for the assignee or	FITCATION Or of the electro by license or oth ansferee to be in viole by all condition lission pursuant to ceeding had or co is subject to a den tion 862, because transferee, hereb	& General T63. Date 9/2 comagnetic servise. The iolation of the ions impose to a request commenced anial of Federal of a convicing certifies the certifies the convicing certifies the certifies the certifies the certifies certifies the certifies the certifies the certifies certifies the certifies the certifies c	al Consider All Co	as againse or trarrum aggrethe assignerein oth the assignits that in r possessi	steree gation nor or erwise nor or cludes ion or
possession or distribution of a controlled substance and that all statementals or her knowledge and belief. T60. Typed Name of Person Signing William P. Barr T62. Signature ASSIGNEE OR TRANSFERE The ASSIGNEE or TRANSFEREE waives any claim to the use of any paregulatory power of the United States because of the previous use of the certifies that grant of this assignment or transfer of control would not cause limit in 47 CFR Part 20. The assignee or transferee agrees to assume all transferor under the subject authorization(s), unless the Federal Commallows, except for liability for any act done by, or any right accrued by, transferor prior to this assignment or transfer of control. Neither the assignee of the previous use of the certifies that grant of this assignment or transfer of control. Neither the assigneed benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 18 distribution of a controlled substance. The undersigned, individually and the certifies and the controlled substance.	EREE CERT articular frequency the same, whether to the assignee or tr obligations and a funcations Commor any suit or pro gnee or transferee 988, 21 U.S.C. Sec for the assignee or	Fittle C. Vice Pres. FIFICATION Or of the electro by license or oth ansferee to be in vi- bide by all conditi ssion pursuant to ceeding had or co is subject to a den tion 862, because transferee, hereb made in good fait	& General T63. Date 9/2 comagnetic servise. The iolation of the ions impose to a request commenced anial of Federal of a convicing certifies the certifies the convicing certifies the certifies the certifies the certifies certifies the certifies the certifies the certifies certifies the certifies the certifies c	al Cor 30/9 pectrum assign e spection d upon made h against, al benefiction fonat the s	as againse or trarrum aggrethe assignerein oth the assignits that in r possessi	gation nor or erwise nor or cludes ion or
possession or distribution of a controlled substance and that all statementals or her knowledge and belief. T60. Typed Name of Person Signing William P. Barr T62. Signature ASSIGNEE OR TRANSFERE The ASSIGNEE or TRANSFEREE waives any claim to the use of any paregulatory power of the United States because of the previous use of the certifies that grant of this assignment or transfer of control would not cause limit in 47 CFR Part 20. The assignee or transferee agrees to assume all transferor under the subject authorization(s), unless the Federal Commallows, except for liability for any act done by, or any right accrued by, transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignment or transferor prior to this assignment prior transferor prior to the prior transferor prior to the prior	EREE CERT Tricular frequency the same, whether the assignee or tr obligations and a funcations Commor any suit or pro- gnee or transferee 988, 21 U.S.C. Sector the assignee or and belief, and are	IFICATION or of the electro by license or oth ansferee to be in vi bide by all conditi lission pursuant to ceeding had or co its subject to a den tion 862, because transferee, hereb made in good fait	Seneral Team of Team of Team of a convict of a convict of a convict of the team of the tea	al Cor 30/9 pectrum assign e spection d upon made h against, al benefiction fonat the s	as againee or trar rum aggrethe assignerein oth the assignerein oth the assignerein other its that in r possessitatement:	steree gation nor or erwise nor or cludes ion or
possession or distribution of a controlled substance and that all statementals or her knowledge and belief. T60. Typed Name of Person Signing William P. Barr T62. Signature ASSIGNEE OR TRANSFEREE waives any claim to the use of any paregulatory power of the United States because of the previous use of the certifies that grant of this assignment or transfer of control would not cause limit in 47 CFR Part 20. The assignee or transferee agrees to assume all transferor under the subject authorization(s), unless the Federal Commallows, except for liability for any act done by, or any right accrued by, transferor prior to this assignment or transfer of control. Neither the assignee or transfers agrees to assume all distribution of a controlled substance. The undersigned, individually and therein are true, complete and correct to the best of his or her knowledge. T64. The assignee or transferee is a (an) (C) Individual	EREE CERT EREE CERT Articular frequency the same, whether the assignee or tr obligations and a funications Commor any suit or pro- gnee or transferee 988, 21 U.S.C. Sector the assignee or and belief, and are Unincorporated A	IFICATION or of the electro by license or oth ansferee to be in vi bide by all conditi lission pursuant to ceeding had or co its subject to a den tion 862, because transferee, hereb made in good fait	& General Test Test Test Test Test Test Test Test	pectrum assign as spectrum made hagainst, al benefiction fonat the s	as againse or trar rum aggrethe assignerein oth the assignits that in r possessitatements	gation nor or erwise nor or cludes ion or
possession or distribution of a controlled substance and that all statementals or her knowledge and belief. Teo. Typed Name of Person Signing William P. Barr Teo. Signature ASSIGNEE OR TRANSFERE The ASSIGNEE or TRANSFEREE waives any claim to the use of any paregulatory power of the United States because of the previous use of the certifies that grant of this assignment or transfer of control would not cause limit in 47 CFR Part 20. The assignee or transferee agrees to assume all transferor under the subject authorization(s), unless the Federal Commallows, except for liability for any act done by, or any right accrued by, transferor prior to this assignment or transfer of control. Neither the assignee or transferor prior to this assignment or transfer of control. Neither the assignee CC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 18 distribution of a controlled substance. The undersigned, individually and therein are true, complete and correct to the best of his or her knowledge in the control of the previous use of the certification. The province of the previous use of the certification is a control of the certification. The province of the previous use of the previous use of the certification is a control of the previous use of the previous	EREE CERT EREE CERT Articular frequency the same, whether the assignee or tr obligations and a funications Commor any suit or pro- gnee or transferee 988, 21 U.S.C. Sector the assignee or and belief, and are Unincorporated A	Fittle C. Vice Pres. FICATION Or of the electro by license or oth ansferee to be in vi- bide by all conditi lission pursuant to ceeding had or co is subject to a den tion 862, because transferee, hereb made in good fair essociation	& General Test Test Test Test Test Test Test Test	pectrum assign as spectrum made hagainst, al benefiction fonat the s	as againse or trar rum aggrethe assignerein oth the assignits that in r possessitatements	gation nor or erwise nor or cludes ion or

RURAL RADIO AUTHORIZATIONS TO BE TRANSFERRED

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Contel of Minnesota, Inc. TIN: 420844062	KAI84	CR	7/7/89	VT
	KAM26	CR	8/21/89	VT
	KBC89	CR	8/21/89	VT
	KBH69	CR	8/21/89	VT
	KBH70	CR	8/21/89	VT
	KBI96	CR	8/21/89	VT
	KNKL903	CR	9/7/93	VT
	KTF63	CR	8/21/89	VT
	WDZ580	CR	10/25/90	VT
	WDZ642	CR	8/21/89	VT
	WDZ643	CR	8/21/89	VT
	WDZ644	CR	8/21/89	VT
	WDZ645	CR	8/21/89	VT
	WDZ646	CR	8/21/89	VT
	WDZ647	CR	8/21/89	VT
	WDZ687	CR	8/21/89	VT
	WDZ688	CR	8/21/89	VT
	WDZ689	CR	8/21/89	VT
	WDZ690	CR	8/21/89	VT
	WDZ710	CR	8/21/89	VT
	WDZ711	CR	8/21/89	VT
	WDZ713	CR	8/21/89	VT
	WDZ714	CR	8/21/89	VT

GTE California Incorporated	KNKD494	CR	8/21/89	VT
TIN: 950510200				
	KNKJ922	CR	7/7/89	VT
	KNKK596	CR	5/21/91	VT
	KNKK723	CR	7/7/89	VT
	KNKL487	CR	3/6/90	VT
	KNKL488	CR	10/30/89	VT
	KNKL588	CR	12/12/89	VT
	KNKL722	CR	7/20/89	VT
	KNKO630	CR	6/11/93	VT
	KNKP209	CR	6/28/93	VT
	KNKP493	CR	1/3/94	VT
	KNL47	CR	4/26/90	VT
	KOS253	CR	8/21/89	VT
	KRW89	CR	8/21/89	VT
	KTF56	CR	7/7/89	VT
	KVH64	CR	5/21/91	VA
	WBO66	CR	5/21/91	VA
	WCJ835	CR	8/21/89	VT
	WDD36	CR	5/21/91	VA
	WDW513	CR	4/30/90	VA
	WDW534	CR	7/3/89	VA
	WDW535	CR	7/3/89	VA
	WDZ380	CR	8/21/89	VA
	WDZ685	CR	8/21/89	VT
	WDZ814	CR	8/21/89	VT
	WDZ898	CR	4/30/90	VA
	WJM99	CR	5/21/91	VA
	WSM51	CR	5/21/91	VA
GTE Hawaiian Telephone Company	KNKL826	CR	6/19/90	VA
Incorporated				
TIN: 950049500	ENTEL CO.	CD	6/19/90	VA
	KNKL881	CR	9/27/89	VA
	KNKL912 KNKP640	CR CR	10/22/96	VA
	KNLW639		9/14/98	VA
CTE Next In account of	KNKH947	CR		VA
GTE North Incorporated TIN: 351869961		CR	10/26/92	
	KNKP349	CR	11/30/93	VA
	KNKP858	CR	8/17/95	VA
GTE Northwest Incorporated TIN: 910466820	KSQ50	CR	4/26/90	VT
	WAF805	CR		VA
	WAF807	CR		VA

	WAV531	CR	8/21/89	VT
	WDZ586	CR	8/21/89	VT
	WDZ627	CR	8/21/89	VT
	WDZ628	CR	8/21/89	VT
	WDZ678	CR	8/21/89	VT
GTE Southwest Incorporated TIN: 750573444	KLH27	CR	5/22/91	VA
	KNKD679	CR	1/9/92	VA
	KNKK625	CR	5/21/91	VT
	KNKK697	CR	7/3/89	VT
	KNKK781	CR	4/29/92	VA
	KNKL276	CR	9/21/92	VA
	KNKL294	CR	3/30/94	VA
	KNKL777	CR	11/9/93	VA
	KNKL825	CR	9/7/90	VA
	KNKL836	CR	2/12/96	VA
	KNKM545	CR	7/15/97	VT
	KNKM709	CR	7/29/94	VA
	KNKM771	CR	5/16/95	VA
	KNKM883	CR	12/12/93	VA
	KNKM891	CR	12/2/91	VA
	KNKM937	CR	5/27/94	VA
	KNKM938	CR	6/5/95	VA
	KNKO234	CR	4/28/95	VT
	KNKO241	CR	6/23/93	VA
	KNKO337	CR	12/13/91	VT
	KNKO359	CR	11/9/93	VT
	KNKP279	CR	10/14/93	VA
	KNLM666	CR	4/19/95	VA
	KNLN392	CR	4/26/95	VA
	KNLR645	CR	6/13/96	VT
	KNLW499	CR	9/14/98	VA
	WAV528	CR	6/28/89	VT
	WAV529	CR	6/28/89	VT
	WCJ831	CR	5/21/91	VT
	WCJ832	CR	7/3/89	VT
GTE West Coast Incorporated TIN: 910466820	KNKM959	CR	9/28/93	VA

PENDING PROCEEDINGS

Response to Item T59:

New England Mobile Communications, Inc., d/b/a Kartele Cellular Phones ("Kartele") v. Bell Atlantic NYNEX Mobile, Inc., ("BANM") and Metro Mobile CTS of Fairfield County, Inc. ("Metro Mobile") (Superior Court of Connecticut) Kartele, a former agent, alleges defendant "improperly terminated" the agency agreement and violated the Connecticut Unfair Trade Practices Act by engaging in below-cost pricing in its own retail stores. Defendants' motion to revise has been granted in part, and denied in part; defendants will file a motion to dismiss.

Cellular Systems of Newberry, Inc., v. Cellco Partnership d/b/a Bell Atlantic Mobile (U.S. District Court for the District of South Carolina) Plaintiff alleges that defendant failed to pay commissions due under the agency agreement; and wrongfully terminated the agency agreement, thereby committing breach of contract and violating South Carolina fair trade statutes. This matter was removed to Federal Court. BAM has moved for summary judgment on the unfair trade practices claims.

Road Music and More (Cellular), Inc. ("Road Music") v. Metro Mobile CTS of Greenville, Inc. and Bell Atlantic NYNEX Mobile, Inc. ("BANM") (Court of Common Pleas, Spartanburg County, South Carolina) Plaintiff alleges that Defendants breached the agency agreement and violated South Carolina fair trade practices statutes by engaging in below-cost pricing and other practices in order to obtain a competitive advantage. BAM has moved for summary judgment on all counts of the complaint.

Electronics Store, Inc., v. Cellco Partnership and Cedar Point Federal Credit Union (Circuit Court of St. Mary's County, Maryland) Plaintiff alleges that defendants committed antitrust violations under Maryland common law, common law breach of contract and tortious interference with contract. Summary judgment was granted in favor of defendants on July 13, 1998 and plaintiff's appeal is pending.

USA Wireless, Inc., v. Bell Atlantic NYNEX Mobile, Inc. (Massachusetts Superior Court) Plaintiff, a former BAM agent that terminated the agency agreement upon selling the business, alleges that BAM breached the agreement and violated Massachusetts fair trade statutes by refusing to provide an accounting and payment of commission due to plaintiff. BAM is preparing to file an answer and counter claims against plaintiff.

In Re Vermont RSA Limited Partnership (Vermont Environmental Board) While the following case is not reportable under this question, it is being disclosed for information purposes. In July 1998, the Board granted a petition by the town of Sharon,

Vermont, to revoke a land use permit which had been granted to Vermont RSA Limited Partnership ("Partnership") for a new wireless communications tower. The managing partner of the Partnership is NYNEX Mobile Limited Partnership 1 ("NMLP1"), the managing partner of NMLP1 is Cellco Partnership of which BAM is the managing partner. The Board found that the Partnership had submitted inaccurate, erroneous and materially incomplete information in connection with the permit application and that it may have been negligent, but that the Partnership's actions were not willful or grossly negligent. The Board offered the Partnership the opportunity to amend its permit application or take other corrective action. The Partnership is considering an appeal or petition for reconsideration of the Board's decision.

Before The FEDERAL COMMUNICATIONS COMMISSION Washington, D.C. 20554

In the Matter of)

GTE CORPORATION,)

Transferor,) File No.)

and)

BELL ATLANTIC CORPORATION,)

Transferee.)

For Consent to Transfer of Control)

APPLICATION FOR TRANSFER OF CONTROL

VOLUME II

APPLICATIONS

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READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING

Electronic Fee Audit Code 167552282731333 (NIOCKBOX # 358130

FEDERAL COMMUNICATIONS COMMISSION

REMITTANCE ADVICE

PAGE NO. 1 OF 1

APPROVED BY OMB 3060-0589

SPECIAL USE

FCC USE ONLY Wireless - Air-Ground

(1) LOCKBOX #	328130				170	L 110		'			wire	eres	3S -	_A	Lr-G	rou	ina
							PAYER	INFC	RMATION								14
(2) PAYER NAME GTE Ser	(if paying by credit convice C	ard, enter nar	ne exactly as	s it appears	on your card	<u>1)</u>) TOTAL AI	MOUNT	PAID (dol	lars and		340	.00
(4) STREET ADD	RESS LINE NO. 1			120	^										· · · · · · · · · · · · · · · · · · ·		
		INW,	JUILE														
(s) CITY	NY																
Washing	·						DC			12							
(9) DAYTIME TEL 202-463	EPHONE NUMBER (5 - 5295	(include area	code)			10	(10) COUI	NTRY	CODE (if not in U.S.A.)	,							•
	(188)									meuriger Still Sid			li (ji)	B			
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(11) APPLICANT N	NAME (if paying by cr	redit card, ent	ter name exa	ctly as it ap				11	H GIMPILLOLI								
(12) STREET ADD	DRESS LINE NO. 1																
		the 1	Ameri	cas													
	RESS LINE NO. 2																
New Yor	ck							TE	 -				_	_	_		
(17) DAYTIME TEL 212-395	LEPHONE NUMBER	(Include area	code)			\neg	(18) COU	JNTRY	CODE (if not in U.S.A.)	.)							
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		(COA) DA							FORMATION		ALC: N						
(19A) FCC CALL S KNKG804					(C)	(21A)	QUANTITY	- 1 I		(PTC) II 2	95.0	0A P. 0	SUBEO	HLY.			
(23A) FCC CODE	1	<u> </u>	<u> </u>			<u> </u>	(24	IA) FC	C CODE 2								***************************************
(19B) FCC CALL 5	SIGN/OTHER ID	(20B) PA	YMENT TYP	E CODE (P	TC)	(21B)	QUANTIT	Y	(22B) FEE DUE FOR ((PTC) I	N BLOCK 2	20B FC	en ne i	MLY			
KWU228		С	A	D		1		1	\$							-14	14.
(238) FCC CODE	1						(24	18) FC	XC CODE 2								l
(19C) FCC CALL S	SIGN/OTHER ID	(20C) PA	YMENT TYP	E CODE (P	TC)	(21C)	QUANTIT	Υ	(22C) FEE DUE FOR ((PTC) II	N BLOCK 2	OC FO	CUSE O	ALY			
(23C) FCC CODE	1	<u> </u>	<u></u>	<u> </u>		<u></u>	(24	4C) F0	\$ CC CODE 2								
		1										*66759				(Maria Salahana)	
(19D) FCC CALL S	SIGN/OTHER ID	(20D) PA	YMENT TYP	E CODE (P	TC)	(21D)	QUANTIT	Υ	(22D) FEE DUE FOR ((PTC) II	N BLOCK 2	OD FC	CUSEO	MLY			
(23D) FCC CODE	1		<u></u>	<u> </u>	<u>-L</u>	<u> </u>	(24	4D) FC	C CODE 2			<u>tura</u>					
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(28) MASTERO	T T	RCARD/VISA	ACCOUNT	NUMBER:	$\overline{\top}$	$\overline{\top}$	\overline{T}		TTT		EXP	PATION	DATE:				
											MO	NTH	YEAR	İ			
VISA	I hereby authorize the f	FCC to charge m	ny VISA or MAS	TERCARD	AU'	THORIZ	ZED SIGNA	ATUR	E			DATE					
	for the service(s)/autho	prization(s) hereir	n described.														

FCC 490 Approved by OMB 3060-0319 Set. Avg. Burden Hours Per Response: 3 Hrs. Application for Assignment of Authorization or Consent to Transfer of Control of Licensee

Commercial Mobile Radio Services Rural Radiotelephone Service

FCC Use Only

FILING FEE

(a) Fee Type Code	(b) Fee Multiple	(c) Fee Due for Fee Type Code in (a)	(d) Total Amount Due	FCC Use Only
CMD	1	\$295.00		
CAD	1	45.00	340.00	

ASSIGNOR OR TRANSFEROR

ASSIGNUR UR I RAF	NOFERUR			
T1. Name of Assignor or Transferor	T2. Voice Te	T2. Voice Telephone Number		
GTE Corporation	972-507-5	5000		
T3. Assumed Name Used for Doing Business (if any)	T4. Fax Tele	phone Number		
	972-507-5	5341		
T5. Mailing Street Address or P.O. Box				
1255 Corporate Drive, P.O. Box 152257				
T6. City	T7. State	T8. Zip Code		
Irving	TX	75015		
T9. Name of Contact Representative (if other than Assignor or Transferor)	T10. Voice 1	elephone Number		
Suzanne Carmel	202-463-5	5295		
T11. Firm or Company Name	T12. Fax Te	ephone Number		
GTE Service Corporation	202-463-	5239		
T13. Mailing Street Address or P.O. Box				
1850 M Street, NW, Suite 1200				
T14. City	T15. State	T16. Zip Code		
Washington	DC	20036		

TYPE OF TRANSACTION

T17. This application requests (T) Assignment of authorization	Consent to <u>T</u> ransfer of Control of Licensee
T18. How will assignment or transfer of control be accomplished? (${f S}$)	Sale or other transfer or assignment of stock Other
T19. This assignment of authorization or transfer of control of licensee is (V)	<u>V</u> oluntary <u>Involuntary</u>
T20. Will this be a <u>pro forma</u> assignment or transfer of control? (N) Yes	s <u>N</u> o
T21. Is local or state authorization required for this assignment or transfer of control? All necessary authorizations will be obtained.	() Yes No

AUTHORIZATION(S) TO BE ASSIGNED OR TRANSFERRED

., 4:44	AOTIONEATION(O) TO BE AODIONED ON TOUROU ENTRED						
	T22. Call Sign	T23. Radio Service	T24. Date of Grant	T25. How Obtained	T26. Name of Licensee (as appearing in FCC Records)		
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Number 1							
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-1444-0							

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** ghinter							
- Name of the Control							
-							
Trail Terrory		<u> </u>					

ASSIGNMENT OF STOCK See Cover Application

Stock	Number of Shares	Classification	
Shares to be transferred	Т27.	T28.	
Shares issued and outstanding	T29.	Т30.	
Shares authorized	Т31.	T32.	

ASSIGNEE OR TRANSFEREE

T33. Name of Assignee or Transferee	T34. Voice T	T34. Voice Telephone Number			
Bell Atlantic Corporation	212-395-2	212-395-2121			
T35. Assumed Name Used for Doing Business (if any)	T36. Fax Tel	T36. Fax Telephone Number			
	212-597-2	212-597-2587			
T37. Mailing Street Address or P.O. Box					
1095 Avenue of the Americas					
T38. City T39. State T40. Zip Code					
New York	NY	NY 10036			

NEW LICENSEE INFORMATION (No change in identity)

T41. Legal Name of Licensee	T42. Voice Telephone Number
See Exhibit 1	
T43. Assumed Name Used for Doing Business (if any)	T44. Fax Telephone Number
T45. Mailing Street Address or P.O. Box	
T46. City	T47. State T48. Zip Code
T49. Taxpayer Identification Number	T50. Internet or e-mail address

ALIEN OWNERSHIP

T51.	Is the assignee or transferee a foreign government or the representative of any foreign government?	(N)	Yes	<u>N</u> o
T52	Is the assignee or transferee an alien or the representative of an alien?	(N)	Υœ	<u>N</u> o
T53.	Is the assignee or transferee a corporation organized under the laws of any foreign government?	(N)	Yes	<u>N</u> o
T54.	Is the assignee or transferee a corporation of which any officer or director is an alien or of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	(N)	Yes	<u>N</u> o
T55	Is the assignee or transferee a corporation directly or indirectly controlled by any other corporation of which any officer or more than one-fourth of the directors are aliens, or of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? • If "yes", attach exhibit explaining nature and extent of alien or foreign ownership or control.	(N)	Yes	<u>N</u> o

BASIC QUALIFICA	ATIONS
T56. Has the assignor or transferor, assignee or transferee, or any party to this application license or construction permit revoked or had any application for an initial, more authorization, license, construction permit denied by the Commission?	
T57. Has the assignor or transferor, assignee or transferee, or any party to this applicate controlling the assignor or transferor, assignee or transferee, or any party to this appliphy any state or federal court?	
T58. Has any court finally adjudged the assignor or transferor, assignee or transferee, or person directly or indirectly controlling the assignor or transferor, assignee or transguilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication of manufacture or sale of radio apparatus, exclusive traffic arrangement or a competition?	feree, or any party to this application, inication, directly or indirectly, through (N)
T59. Is the assignor or transferor, assignee or transferee, or any party to this application controlling the assignor or transferor, assignee or transferee, or any party to this pending matter referred to in the preceding two items? See Exhib.	application, currently a party in any (1) 1es N
ASSIGNOR OR TRANSFERO	R CERTIFICATION
benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Ab possession or distribution of a controlled substance and that all statements ma his or her knowledge and belief. T60. Typed Name of Person Signing	de in this application are true, complete and correct to the best T61. Title
William P. Barr	Exec. Vice Pres. & General Counsel
T62. Signature	763. Date 9/30/98
ASSIGNEE OR TRANSFERE	. ————————————————————————————————————
The ASSIGNEE or TRANSFEREE waives any claim to the use of any particul regulatory power of the United States because of the previous use of the sar certifies that grant of this assignment or transfer of control would not cause the at limit in 47 CFR Part 20. The assignee or transferee agrees to assume all obligit transferor under the subject authorization(s), unless the Federal Communicat allows, except for liability for any act done by, or any right accrued by, or any transferor prior to this assignment or transfer of control. Neither the assignee of FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 2 distribution of a controlled substance. The undersigned, individually and for the herein are true, complete and correct to the best of his or her knowledge and be	ne, whether by license or otherwise. The assignee or transfer ssignee or transferee to be in violation of the spectrum aggregations and abide by all conditions imposed upon the assignor tions Commission pursuant to a request made herein otherwing suit or proceeding had or commenced against, the assignor or transferee is subject to a denial of Federal benefits that included 1 U.S.C. Section 862, because of a conviction for possession assignee or transferee, hereby certifies that the statements ma
T64. The assignee or transferee is a (an) $$ ($$ C $$) $$ Individual $$ Unin	corporated Association Partnership Corporation
T65. Typed Name of Person Signing James R. Young	T66. Title Exec. Vice Pres. & General Counsel
T67. Signature	T68. Date
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISTICION 1001), AND/OR REVOCATION OF ANY STATION LIC Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 312(a)(1)).	ENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 4

AIR-GROUND RADIOTELEPHONE AUTHORIZATIONS TO BE TRANSFERRED

e de la compansión de l				
GTE Airfone Incorporated	KNKG804	CG	12/6/95	UA
TIN: 363166957				
GTE Florida Incorporated	KWU228	CG	1/23/96	UA
TIN: 590397520				

Address for GTE Airfone Incorporated:

c/o GTE Service Corporation 1850 M Street, NW, Suite 1200

Washington, DC 20036

Voice Telephone: 202-463-5295 Fax Telephone: 202-463-5239

Internet Address: scarmel@dcoffice.gte.com

[updated address]

Address for GTE Florida Incorporated:

MC: HQB07A12 P.O. box 152210

Irving, TX 75015-2210

Voice Telephone: 972-718-1058 Fax Telephone: 972-718-1236

Internet Address: debra.kaczkowski@telops.gte.com

PENDING PROCEEDINGS

Response to Item T59:

New England Mobile Communications, Inc., d/b/a Kartele Cellular Phones ("Kartele") v. Bell Atlantic NYNEX Mobile, Inc., ("BANM") and Metro Mobile CTS of Fairfield County, Inc. ("Metro Mobile") (Superior Court of Connecticut)

Kartele, a former agent, alleges defendant "improperly terminated" the agency agreement and violated the Connecticut Unfair Trade Practices Act by engaging in below-cost pricing in its own retail stores. Defendants' motion to revise has been granted in part, and denied in part; defendants will file a motion to dismiss.

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Road Music and More (Cellular), Inc. ("Road Music") v. Metro Mobile CTS of Greenville, Inc. and Bell Atlantic NYNEX Mobile, Inc. ("BANM") (Court of Common Pleas, Spartanburg County, South Carolina) Plaintiff alleges that Defendants breached the agency agreement and violated South Carolina fair trade practices statutes by engaging in below-cost pricing and other practices in order to obtain a competitive advantage. BAM has moved for summary judgment on all counts of the complaint.

Electronics Store. Inc., v. Cellco Partnership and Cedar Point Federal Credit Union (Circuit Court of St. Mary's County, Maryland) Plaintiff alleges that defendants committed antitrust violations under Maryland common law, common law breach of contract and tortious interference with contract. Summary judgment was granted in favor of defendants on July 13, 1998 and plaintiff's appeal is pending.

USA Wireless, Inc., v. Bell Atlantic NYNEX Mobile, Inc. (Massachusetts Superior Court) Plaintiff, a former BAM agent that terminated the agency agreement upon selling the business, alleges that BAM breached the agreement and violated Massachusetts fair trade statutes by refusing to provide an accounting and payment of commission due to plaintiff. BAM is preparing to file an answer and counter claims against plaintiff.

In Re Vermont RSA Limited Partnership (Vermont Environmental Board) While the following case is not reportable under this question, it is being disclosed for information purposes. In July 1998, the Board granted a petition by the town of Sharon,

Vermont, to revoke a land use permit which had been granted to Vermont RSA Limited Partnership ("Partnership") for a new wireless communications tower. The managing partner of the Partnership is NYNEX Mobile Limited Partnership 1 ("NMLP1"), the managing partner of NMLP1 is Cellco Partnership of which BAM is the managing partner. The Board found that the Partnership had submitted inaccurate, erroneous and materially incomplete information in connection with the permit application and that it may have been negligent, but that the Partnership's actions were not willful or grossly negligent. The Board offered the Partnership the opportunity to amend its permit application or take other corrective action. The Partnership is considering an appeal or petition for reconsideration of the Board's decision.

8

CONTRACTOR EDITION RECYCLED (CO

Approved by OMB FCC Use Only FCC 490 3060-0319 (File Number) Est. Avg. Burden Hours FEDERAL COMMUNICATIONS COMMISSION Per Response: 3 Hrs. **Application for Assignment of Authorization** or Consent to Transfer of Control of Licensee Commercial Mobile Radio Services FCC Use Only Rural Radiotelephone Service **FILING FEE** (b) Fee Multiple (d) Total Amount Due (a) Fee Type Code (c) Fee Due for Fee Type Code in (a) FCC Use Only DNA DNA DNA **DNA** ASSIGNOR OR TRANSFEROR T1. Name of Assignor or Transferor T2. Voice Telephone Number GTE Corporation 972-507-5000 T3. Assumed Name Used for Doing Business (if any) T4. Fax Telephone Number 972-507-5341 T5. Mailing Street Address or P.O. Box 1255 Corporate Drive, P.O. Box 152257 T7. State T6. City T8. Zip Code TX 75015 Irving T9. Name of Contact Representative (if other than Assignor or Transferor) T10. Voice Telephone Number Suzanne Carmel 202-463-5295 T11. Firm or Company Name T12. Fax Telephone Number **GTE Service Corporation** 202-463-5239 T13. Mailing Street Address or P.O. Box 1850 M Street, NW, Suite 1200 T14. City T15. State T16. Zip Code DC 20036 Washington TYPE OF TRANSACTION (T)T17. This application requests Assignment of authorization Consent to Iransfer of Control of Licensee (S)T18. How will assignment or transfer of control be accomplished? Sale or other transfer or assignment of stock **Q**ther T19. This assignment of authorization or transfer of control of licensee is Involuntary (\mathbf{V}) **V**oluntary T20. Will this be a <u>pro forma</u> assignment or transfer of control? (${f N}$) No

21. Is local or state authorization required for this assignment or transfer of control? (
All necessary authorizations will be obtained.

Yes

Νo

AUTHORIZATION(S) TO BE ASSIGNED OR TRANSFERRED

	T22. Call Sign	T23. Radio Service	T24. Date of Grant	T25. How Obtained	T26. Name of Licensee (as appearing in FCC Records)
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integran					
No.		<u></u>	<u> </u>		

ASSIGNMENT OF STOCK See cover application

Stock	Number of Shares	Classification
Shares to be transferred	Т27.	T28.
Shares issued and outstanding	Т29.	Т30.
Shares authorized	Т31.	Т32.

ASSIGNEE OR TRANSFEREE

T33. Name of Assignee or Transferee	T34. Voice T	T34. Voice Telephone Number				
Bell Atlantic Corporation	212-395-2	2121				
T35. Assumed Name Used for Doing Business (if any)	T36. Fax Tel	T36. Fax Telephone Number				
	212-597-2	212-597-2587				
T37. Mailing Street Address or P.O. Box						
1095 Avenue of the Americas	1095 Avenue of the Americas					
T38. City T39. State T40. Zip Code						
New York NY 10036						

NEW LICENSEE INFORMATION (No change in identity)

1. Legal Name of Licensee T42. Voice Telephone Number					
See Exhibit 1	7	770-353-3525			
T43. Assumed Name Used for Doing Business (if any)	1	T44. Fax Telephone Number			
	7	70-353-3	538		
T45. Mailing Street Address or P.O. Box					
c/o Regulatory - A3REG, 245 Perimeter Center Parl	way				
T46. City	1	Γ47. State	T48. Zip Code		
Atlanta		GA	30346		
T49. Taxpayer Identification Number T50. Internet or e-mail address					
See Exhibit 1 jrobbins@mobilnet.gte.com					

ALIEN OWNERSHIP

T51.	Is the assignee or transferee a foreign government or the representative of any foreign government?	(N)	<u>Y</u> es	<u>N</u> o
T52.	Is the assignee or transferee an alien or the representative of an alien?	(N)	Yes	<u>N</u> o
T53.	Is the assignee or transferee a corporation organized under the laws of any foreign government?	(N)	Υes	<u>N</u> o
T54.	Is the assignee or transferee a corporation of which any officer or director is an alien or of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	(N)	Yes	<u>N</u> o
T55.	Is the assignee or transferee a corporation directly or indirectly controlled by any other corporation of which any officer or more than one-fourth of the directors are aliens, or of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? • If "yes", attach exhibit explaining nature and extent of alien or foreign ownership or control.	(N)	Υes	<u>N</u> o

BASIC QUALIFICATIONS

Has the assignor or transferor, assignee or transferee, or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission?	(N)	Yes	<u>N</u> o
Has the assignor or transferor, assignee or transferee, or any party to this application, or any party directly controlling the assignor or transferor, assignee or transferee, or any party to this application ever been convicted of a felony by any state or federal court?	(N)	Ύes	No
Has any court finally adjudged the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition?	(N)	Yes	<u>N</u> o
Is the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, currently a party in any pending matter referred to in the preceding two items? See Exhibit 2	(Y)	<u>Y</u> es	<u>N</u> o
	authorization, license, construction permit denied by the Commission? Has the assignor or transferor, assignee or transferee, or any party to this application, or any party directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application ever been convicted of a felony by any state or federal court? Has any court finally adjudged the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? Is the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, currently a party in any	license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? Has the assignor or transferor, assignee or transferee, or any party to this application, or any party directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application ever been convicted of a felony by any state or federal court? Has any court finally adjudged the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? Is the assignor or transferor, assignee or transferee, or any party to this application, currently a party in any	license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? Has the assignor or transferor, assignee or transferee, or any party to this application, or any party directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application ever been convicted of a felony by any state or federal court? Has any court finally adjudged the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? Is the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, currently a party in any	license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? Has the assignor or transferor, assignee or transferee, or any party to this application, or any party directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application ever been convicted of a felony by any state or federal court? Has any court finally adjudged the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? Let the assignor or transferor, assignee or transferee, or any party to this application, or any person directly or indirectly controlling the assignor or transferor, assignee or transferee, or any party to this application, currently a party in any

ASSIGNOR OR TRANSFEROR CERTIFICATION

The ASSIGNOR or TRANSFEROR represents that the authorization will not be assign and until the consent of the Federal Communications Commission has been given; the hereof and are incorporated herein as if set out in full in this application; that neithe benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse possession or distribution of a controlled substance and that all statements made in his or her knowledge and belief.	at all exhibits attached or referenced herein are a material part er the assignor or transferor is subject to a denial of Federal Act of 1988, 21 U.S.C. Section 862, because of a conviction for
60. Tuned Name of Person Signing	T61 Title

100. Typed Name of Ferson Signing	TOT. True
William P. Barr	Exec. Vice President & General Counsel
T62. Signature WBAU	T63. Date 9/30/98

ASSIGNEE OR TRANSFEREE CERTIFICATION

The ASSIGNEE or TRANSFEREE waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise. The assignee or transferee certifies that grant of this assignment or transfer of control would not cause the assignee or transferee to be in violation of the spectrum aggregation limit in 47 CFR Part 20. The assignee or transferee agrees to assume all obligations and abide by all conditions imposed upon the assignor or transferor under the subject authorization(s), unless the Federal Communications Commission pursuant to a request made herein otherwise allows, except for liability for any act done by, or any right accrued by, or any suit or proceeding had or commenced against, the assignor or transferor prior to this assignment or transfer of control. Neither the assignee or transferee is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, because of a conviction for possession or distribution of a controlled substance. The undersigned, individually and for the assignee or transferee, hereby certifies that the statements made herein are true, complete and correct to the best of his or her knowledge and belief, and are made in good faith.

T64. The assignee or transferee is a (an) (\mathbb{C})	Individual	<u>U</u> nincorporated Association	<u>P</u> artnership	Corporation
T65. Typed Name of Person Signing		T66. Title		
James R. Young		Exec. Vice Pro	esident & Ge	neral Counsel
T67. Signetture			T68. Date	19K
- A - / - / -)			10	

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S.Code, Title 18/Section 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

PCS AUTHORIZATIONS TO BE TRANSFERRED

GTE Wireless of the Midwest Incorporated	KNFL236	CW	6/23/95	VA
TIN: 061133385				
GTE Wireless of the Pacific Incorporated	KNFL283	CW	6/23/95	VA
TIN: 061074494		1		
TIN: 061074494	KNLF247	CW	6/23/95	VA

PENDING PROCEEDINGS

Response to Item T59:

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